

March 28, 2007

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ROXANN M. PARKER  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4555

SUBJECT: **AWARD NOTICE #1 – Effective January 22, 2009**  
**CONTRACT NO. 07-150-RP**  
MAGAZINE SUBSCRIPTIONS

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

Each Vendors contract shall be valid for a two (2) year period from April 1, 2007 through March 31, 2009. Each contract may be renewed for one (1) additional year through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

**This contract has been extended through March 31, 2010 under the same pricing and conditions.**

### **3. VENDOR:**

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AVANTI ENTERPRISES, INC.  
PO BOX 3563  
OAK BROOK, IL 60522-3563  
630-968-3727 FAX: 630-968-3728  
800-799-6464 FAX: 877-799-6474  
[sales@avantiusa.com](mailto:sales@avantiusa.com)

### **4. SHIPPING TERMS:**

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F.O.B. destination.

### **5. DELIVERY AND PICKUP:**

See item's E and F in Specifications.

### **6. PRICING:**

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Prices will remain firm for the term of the contract.

Prices are based on the current Publishers list prices as published by the manufacturer publisher. Contact the contract vendor for a copy of the current listing. These publishers' list prices will be used in conjunction with the discounts offered by the contractors to determine net costs.

**Prices are to remain firm upon offer confirmation. However, subsequent orders are subject to price change based on publishing manufacturer's changes.**

## **ADDITIONAL TERMS AND CONDITIONS**

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### **7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **11. REQUIREMENTS:**

This contract is issued to cover the Magazine Subscription requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

### **12. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**13. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**14. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**15. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

## SPECIFICATIONS

- A. In compliance with any applicable law, the Contractor shall provide periodical subscriptions published from the following geographical areas:
1. United States
  2. Canada
  3. United Kingdom
  4. Continental Europe
  5. Russia and other Slavic countries
  6. Latin America including Mexico
  7. Asia
  8. Pacific nations
  9. African nations
  10. Middle Eastern nations
- B. The Contractor shall be capable of supplying periodical subscriptions from the following types of publishers:
1. General circulation periodical publishers
  2. University presses, University departments
  3. Societies, Scientific
  4. Societies, Non-Scientific
  5. Small Presses
  6. Non-paper format publishers
  7. Associations
  8. Government agencies
  9. Quasi-governmental organizations (e.g., United Nations, Organizations of American States, World Health Organizations, NATO)
- C. The Contractor shall be capable of accepting new orders at any time during the year. These orders may begin with current calendar year/volume, upcoming calendar year/volume, latest issue, or dependent upon publisher restrictions.
- D. The Contractor shall accept subscription orders on the following basis:
1. Standing Order Title
  2. Multiple year plans
  3. Renewal authorization required
- E. The Contractor shall process and confirm new orders within ninety (90) days from receipt of order.
- F. The Contractor shall enter orders with publishers as least forty-five (45) days prior to the ordered starting date or before expiration of renewal subscriptions, provided Agency submits orders at least ninety (90) days in advance of the required starting date.
- G. The Contractor shall provide special and priority handling and delivery of "rush orders" within thirty (30) days.

## SPECIFICATIONS

- H. The Contractor shall notify each Agency within thirty (30) days if unable to supply a title and shall state the reason for non-fulfillment.
- I. The Contractor shall establish common expiration for all periodical titles when possible.
- J. The Contractor shall establish multiple year subscription options so that expenditures will be roughly equal each year.
- K. Each Agency may claim missing issues through the Contractor. Claims shall be submitted by mail, telephone or electronic communications.
- L. The Contractor shall provide preprinted claim forms for use in claiming missing issues. Claims submitted to the Contractor shall be directed to the Publisher within five (5) working days. The Agency shall be notified of the status of outstanding claims. All claims for missing issues identified within the publisher's specified time period shall be replaced free of charge or the subscription extended by the Contractor within thirty (30) days of submission of claim to publisher.
- M. The Contractor's representative shall visit the Division of Support Services, upon request, to discuss problems and changes.
- N. The Contractor shall assign a customer service representative to handle and assist in any and all billing and problem solving that may arise during the course of the contract.
- O. Agencies may cancel and obtain a refund for the unused portion of the subscription of individual titles at any time, at expiration, or dependent on publisher restrictions.
- P. The Contractor shall provide the following reports at no charge:
  - 1. Changes to Publication: The Contractor shall notify each Agency of the following:
    - a. Ceased publications
    - b. Suspended publications
    - c. Publication delays
    - d. Publishing frequency changes
    - e. Title changes
    - f. Title mergers
  - 2. Usage Reports: A report shall be furnished by the successful contractor **MONTHLY** detailing the purchasing of all items on this contract. **The report shall be submitted electronically in EXCEL format and sent as an attachment to insert email. It shall contain the six-digit department and organization code.** The report shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in the cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

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3. Title List: The Contractor shall supply each Agency, upon request, with one copy of its title listing showing titles available, prices, volume numbering, frequencies, and any other available information.
- Q. The Contractor shall provide free replacement copies for issues received by each Agency that are defective, mutilated, damaged or which are not delivered within publisher policies.
- R. The Contractor shall supply if requested sample issues of periodicals. Charges shall be in accordance with discount rate available under this contract.
- S. The Contractor shall accept and fill requests for back issues of periodicals available during the past year.
- T. The Contractor shall provide data online in the following areas:
1. Orders
  2. Claims
  3. Invoices
  4. Credits
  5. Fund accounting
  6. Back issue orders
  7. Library of Congress Marc records
  8. Title availability
- U. The Contractor's automated system shall be able to interface with IBM hardware.
- V. The Contractor shall provide training and documentation for any State Agency on automated systems to be supplied by the Contractor or to be used by the Agency and the Contractor together under the contract.
- W. The Contractor shall provide continuous, uninterrupted service of periodical subscriptions currently being received by each Agency.
- X. The Contractor shall provide the Division of Support Services copies of all catalog/price list changes.
- Y. The contractor is to provide (if applicable) a listing showing discountable and non-discountable titles.

**AVANTI ENTERPRISES, INC**

		<b>Discount</b>
	<b>Discountable Titles</b>	
1	Schools – Elementary & Secondary	20%
2	Community College	5%
3	Public Libraries	12%
4	State Agencies	Net
Other	Academic Libraries/Medical/Technical, Etc.	3% Service Charge
	<b>Non-Discountable Titles</b>	
1	Schools – Elementary & Secondary	0%
2	Community College	0%
3	Public Libraries	0%
4	State Agencies	0%
Other	Newspapers, etc.	Net
	Service Charge	3%
	Software for On-Line Services	No Charge

**DELIVERY** - Ship Stock As Published  
Ship non-stock – 45 Days ARO/as published